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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/843,904	04/27/2001	Tracy A. Mahnken	259/214	9924
27910	7590	06/30/2006	EXAMINER	
STINSON MORRISON HECKER LLP ATTN: PATENT GROUP 1201 WALNUT STREET, SUITE 2800 KANSAS CITY, MO 64106-2150			AKINTOLA, OLABODE	
			ART UNIT	PAPER NUMBER
			3624	

DATE MAILED: 06/30/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/843,904

Applicant(s)

MAHNKEN ET AL.

Examiner

Olabode Akintola

Art Unit

3624

– The MAILING DATE of this communication appears on the cover sheet with the correspondence address –

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 27 April 2001.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-24 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-24 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                        | 4) <input type="checkbox"/> Interview Summary (PTO-413)                     |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)               | Paper No(s)/Mail Date. _____  |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date <u>12/02/02</u> .  | 6) <input type="checkbox"/> Other: _____                                    |

## DETAILED ACTION

### *Claim Rejections - 35 USC § 103*

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1 are rejected under 35 U.S.C. 103(a) as being unpatentable over Weatherly et al. (U.S. Patent No. 6049784) (hereinafter referred as Weatherly) in view of Sealand et al. (U.S. Patent No. 6484176) (hereinafter referred as Sealand).

Re claim 1 and 19: Weatherly teaches a system for establishing a lease agreement between a first party and a second party, wherein the lease agreement is executed over a computer network, comprising: a scoring module configured to screen an applicant (col. 4, lines 30-33); a leasing module configured to provide a lease agreement and receive acceptance of the lease agreement (col. 2, lines 23-25); and a payment module configured to receive payment (col. 2, lines 26-30).

Art Unit: 3624

Weatherly does not explicitly teach a listing module configured to provide a list of units available for leasing. Sealand teaches a listing module configured to provide a list of units available for leasing (col. 5, lines 13-15). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in Weatherly, a listing module configured to provide a list of units available for leasing as taught by Sealand. One would have been motivated to do this so that potential tenants can view a list of available properties for leasing, thereby enhancing the system.

Re claim 10: Weatherly teaches that the leasing module is configured to provide a single or joint application lease (col. 4, lines 45-50).

Re claim 11: Weatherly teaches that the leasing module is configured to determine the security deposit (col. 2, lines 42-47; Fig. 2 RN {36}).

Re claim 12: Weatherly teaches that the leasing module is configured to accept an electronic signature from the applicant (col. 4, lines 24-25).

Re claim 13: Weatherly teaches that the payment module is configured to accept an electronic payment (Fig. 2, RN {38}).

Re claim 14: Weatherly teaches that an electronic payment comprises a credit card payment, electronic funds transfer payment, or an online check payment (Fig. 2, RN {38}).

Re claim 15: Weatherly teaches that the payment module is configured to send periodic billing statements, process periodic payments, and keep payment records for an established lease (Abstract).

Re claim 16-18: Weatherly does not explicitly teach a commerce module configured to provide electronic services (stock quotes, bill payments and third party transactions) and information services (concierge service and to-do checklist reminders) to the applicant. Official notice is hereby taken that it is old and well known to include a commerce module configured to provide electronic services (stock quotes, bill payments and third party transactions) and information services (concierge service and to-do checklist reminders) to the applicant. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Weatherly to include these features. Inclusion of these features allows the applicant to do other things while establishing the leasing agreement.

2. Claims 2 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Weatherly et al. (U.S. Patent No. 6049784) (hereinafter referred as Weatherly) in view of Sealand et al. (U.S. Patent No. 6484176) (hereinafter referred as Sealand) and further in view of Walker et al. (U.S. Patent Application No. 20030101087) (hereinafter referred to as Walker)

Re claim 2 and 20: Weatherly and Sealand are discussed above. Weatherly and Sealand do not explicitly teach that the listing module is configured to provide a vacancy forecast for prospectively available units. Walker teaches a listing module configured to provide a vacancy

Art Unit: 3624

forecast for prospectively available units (abstract). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the combination of Weatherly and Sealand to include a listing module configured to provide a vacancy forecast for prospectively available units as taught by Walker. One would have been motivated to do this in order to maximize revenue by reducing vacancy cost.

Re claim 3: Weatherly does not explicitly teach a listing module configured to provide a list of fees and deposits for each available unit and for each prospectively available unit. Sealand teaches the listing module configured to provide a list of fees and deposits for each available unit and for each prospectively available unit (col. 1, lines 30-33). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in Weatherly a listing module configured to provide a list of fees and deposits for each available unit and for each prospectively available unit as taught by Sealand. One would have been motivated to do this so that potential tenants can view the terms (including price and security deposit) at which a particular property is leased, thereby enhancing the system.

Re claim 4 and 21: Weatherly teaches that the scoring module screens the applicant based on a set of demographic information provided by the applicant (col. 4, lines 23-33).

Re claim 5: Weatherly teaches that the scoring module further performs online credit checks (col. 4, lines 29-35).

Art Unit: 3624

Re claim 6: Weatherly teaches that the scoring module further performs a real-time background check (col. 4, lines 33-43).

Re claim 7: Weatherly does not explicitly teach that the scoring module allows a single application for multiple units. Official notice is hereby taken that it is old and well known to allow a single application for multiple units. Allowing a single application for multiple units saves time so that applicants need not file applications for each and every unit. It would have been obvious to one of ordinary skill in the art at the time of the invention to include modify Weatherly to include this step. One would have been motivated to do this in order to save time, thereby enhancing the system.

Re claim 8: Weatherly teaches that the scoring module is further configured to accept or deny the applicant (col. 4, lines 33-42).

Re claim 9: Weatherly does not explicitly teach that the scoring module is configured to provide unit vacancy and yield management. Walker teaches that the scoring module is configured to provide unit vacancy and yield management (section [0004]). It would have been obvious to one of ordinary skill in the art at the time of the invention to include modify Weatherly to include this step. One would have been motivated to do this so that occupancy rate can be maximized.

Re claim 22-24: Weatherly does not explicitly teach that the receiving payment step further comprises: receiving credit card information from the first party; receiving payment approval

from the first party; providing the credit card information to a credit card processor; and receiving a payment confirmation from the credit card processor; providing a payment status based on the payment confirmation; and presenting a payment receipt to the first party. Official notice is taken that this method of payment is old and well known in the art. It would have been obvious to one of ordinary skill in the art at the time of the invention to include modify Weatherly to include this method of payment. One would have been motivated to do this in order to give the applicant flexible payment method.

### *Conclusion*

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Olabode Akintola whose telephone number is 571-272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.


If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Vincent Millin can be reached on 571-272-6747. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

Art Unit: 3624

like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

OA

A handwritten signature in black ink, appearing to read 'H. Kazimi', with a stylized flourish at the end.

**HANI M. KAZIMI  
PRIMARY EXAMINER**